

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

**U.S. BANK NATIONAL
ASSOCIATION**
Chicago Private Client Group
209 S LaSalle St. 2nd Fl
Chicago, IL 60604



Doc#: 0506315104
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 03/04/2005 11:37 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

JS Recordings
2925 Country Drive Ste 201
St. Paul, MN 55117

FOR RECORDER'S USE ONLY

23723344

This Modification of Mortgage prepared by:

TERRY DRENNAN
U.S. BANK NATIONAL ASSOCIATION
209 S LaSalle St. 2nd Fl
Chicago, IL 60604

463417782

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 4, 2005, is made and executed between TERRANCE B SMITH, whose address is 8N206 NAPERVILLE ROAD, BARTLETT, IL 60103 and RAMONA E SMITH, whose address is 8N206 NAPERVILLE ROAD, BARTLETT, IL 60103: Husband and wife (referred to below as "Grantor") and U.S. BANK NATIONAL ASSOCIATION, whose address is 209 S LaSalle St. 2nd Fl, Chicago, IL 60604 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 2, 2000 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded in the Office of the County Recorder
County of Recording: Cook County, Illinois
Date of Recording: March 7, 2000
In Volume 00160247.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in COOK County, State of Illinois:

LOT 1 IN HONEY HILL ACRES, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 29, 1991, AS DOCUMENT 91196406, IN COOK COUNTY, ILLINOIS.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 04037339, OF THE COOK COUNTY, ILLINOIS RECORDS.

The Real Property or its address is commonly known as 8N206 NAPERVILLE ROAD, BARTLETT, IL 60103.

54
P
2

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE****(Continued)**

Loan No: 463417782

Page 2

The Real Property tax identification number is 06-33-303-003-0000

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Borrower has requested, and Lender has agreed to, the following modification(s) in the Indebtedness secured by the Mortgage:

Extension of the maturity date of the Indebtedness secured by the Mortgage.

To evidence the modification(s) described above, the following references in the Mortgage definition of "Note" are amended to read as follows:

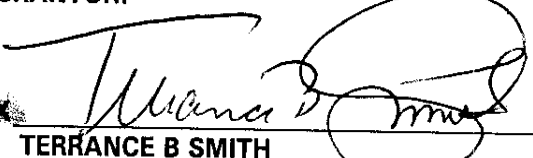
Date of Note: February 4, 2005
Principal Amount of Note: \$70,953.00
Maturity Date: February 4, 2015

The Note described above has been issued in substitution for, and not in repayment of, the Note as originally described in the Mortgage.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions. Grantor hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 4, 2005.

GRANTOR:


TERRANCE B SMITH


RAMONA E SMITH

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

Loan No: 463417782

LENDER:

U.S. BANK NATIONAL ASSOCIATION

X T. Drennan
Authorized Signer T. DRENNAN

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

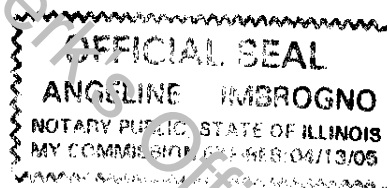
On this day before me, the undersigned Notary Public, personally appeared **TERRANCE B SMITH**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 4TH day of February, 2005.

By Angeline Imbrogno Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires 4/13/05



UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

Loan No: 463417782

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS
)

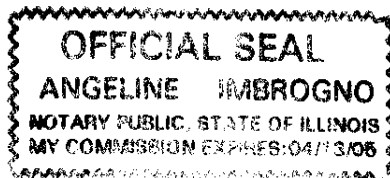
On this day before me, the undersigned Notary Public, personally appeared **RAMONA E SMITH**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 4th day of February, 2005.

By Angeline Imbrogno Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires 04/13/05



LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS
)



U23723344-01FB04

MORTGAGE MODIFIC
 LOAN# 463417782
 US Recordings

On this 4th day of February, 2005 before me, the undersigned Notary Public, personally appeared Terry Drennan and known to me to be the _____, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Angeline Imbrogno Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires 4/13/05

